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MAY 24 1977
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RECEIVED

Interstate Commerce Commission
Washington, D. C.

ICC Washington, D. C. 8689-A
RECORDATION NO. 8689-A
MAY 24 1977 9 59 AM '77
I. C. C.
FEE OPERATION DR.

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Security Agreement-Trust Deed dated as of April 15, 1977.

The original Security Agreement was filed with the Interstate Commerce Commission on February 14, 1977, and assigned Recordation No. 8689.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor under First
Amendment to Security
Agreement-Trust Deed:

Trust Company for USL, Inc.,
Trustee under B. F. Goodrich
Trust No. 1
1211 West 22nd Street
Oak Brook, Illinois 60521

Secured Party under
First Amendment to
Security Agreement-
Trust Deed:

Indiana Bank and Trust Company
of Ft. Wayne
Clinton at Washington Street
Ft. Wayne, Indiana 46802

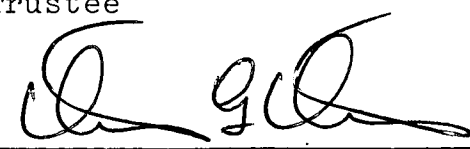
The undersigned is the Debtor under the First Amendment to Security Agreement-Trust Deed and has knowledge of the matters set forth therein.

Please return the original of the First Amendment to Security Agreement-Trust Deed to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

TRUST COMPANY FOR USL, INC.,
as Trustee

By 
Debtor as aforesaid

Enclosures

SCHEDULE A
DESCRIPTION OF EQUIPMENT

MANUFACTURER:

ACF INDUSTRIES, INC.

DESCRIPTION OF EQUIPMENT:

Ninety-five (95) 100-ton covered
hopper cars with roller bearings
and bearing The B. F. Goodrich
Company identifying numbers
BFGX 1000 to 1094, both inclusive

RECORDATION NO. *8689-A* Filed & Recorded

MAY 24 1977 -10 00 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

Dated as of April 15, 1977

Between

TRUST COMPANY FOR USL, INC.,
as Trustee under B.F. Goodrich Trust No. 1

Debtor

and

INDIANA BANK AND TRUST COMPANY OF FT. WAYNE

Secured Party

(B.F. Goodrich Trust No. 1)

FIRST AMENDMENT TO SECURITY AGREEMENT-TRUST DEED

FIRST AMENDMENT dated as of April 15, 1977 (the "First Amendment") from TRUST COMPANY FOR USL, INC., not individually but solely as Trustee (the "Debtor") under a Trust Agreement dated as of December 31, 1976, whose post office address is 1211 West 22nd Street, Oak Brook, Illinois 60521, to INDIANA BANK AND TRUST COMPANY OF FT. WAYNE (the "Secured Party"), whose principal office is Clinton at Washington Street, Ft. Wayne, Indiana 46802, Attention: Dennis Koehlinger, Vice President and Trust Officer.

RECITALS:

A. The Debtor has heretofore executed and delivered a Security Agreement-Trust Deed dated as of December 31, 1976 (the "Original Security Agreement") to the Secured Party as security for the payment in full of all principal of and interest on the 8.375% Secured Notes of the Debtor not exceeding \$2,475,000 in aggregate principal amount.

B. The Original Security Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on February 14, 1977 at 12:35 P.M. and has been assigned Recordation No. 8689.

C. The Debtor and the Secured Party desire to amend the Original Security Agreement in the respects, but only in the respects, hereinafter set forth.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

E. The terms which are capitalized herein shall have the same meanings as in the Original Security Agreement unless the context shall otherwise require.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, the Debtor and the Secured Party hereby covenant and agree that the Original Security Agreement shall be deemed to be and it is hereby amended as follows:

SECTION I. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

1. Recital A of the Original Security Agreement shall be amended to read as follows:

"A. The Debtor and The Lincoln National Life Insurance Company (the "Lender") have entered into a Loan Agreement dated as of December 31, 1976 (the "Loan Agreement") providing for the commitment of the Lender to make loans to the Debtor on or before April 30, 1977 in the maximum aggregate principal amount of \$2,475,000 to be evidenced by the 8.375% Secured Notes (the "Notes") of the Debtor, expressed to bear interest at the rate of 8.375% per annum prior to maturity, and to mature in 40 semiannual installments, including both principal and interest, with the final installment payable not later than May 30, 1997, and to be otherwise substantially in the form attached as Exhibit A to the Loan Agreement."

SECTION 2. MISCELLANEOUS.

2.1. This First Amendment shall be construed in connection with and as part of the Original Security Agreement and all terms, conditions and covenants contained in the Original Security Agreement except as herein modified shall be and remain in full force and effect.

2.2. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

2.3. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this First Amendment nor shall they affect its meaning, construction or effect.

2.4. Any and all notices, requests, certificats and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Security Agreement-Trust Deed dated as of December 31, 1976" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this First Amendment to be executed all as of the day and year first above written.

TRUST COMPANY FOR USL, INC., not
individually but solely as
Trustee under B.F. Goodrich
Trust No. 1

[SEAL]

By

Richard A. Co
Trust Officer
Vice President

DEBTOR

ATTEST:

W. K. F.
Trust Officer
scribble

INDIANA BANK AND TRUST COMPANY
OF FT. WAYNE, as Security
Trustee

By David D. Cornwall
Trust Officer

[SEAL]

ATTEST:

Marvin V. Basse
Secretary

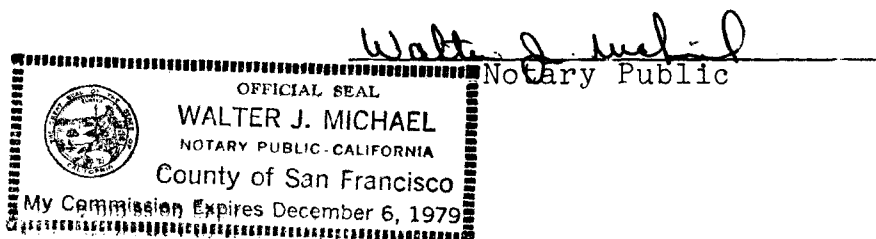
SECURED PARTY

COUNTY OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

On this 29th day of April, 1977, before me personally appeared RICHARD A. COGAN, to me personally known, who being by me duly sworn, says that he is a Vice-President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My Commission Expires:



STATE OF INDIANA)
) SS
COUNTY OF Allen)

On this 3rd day of May, 1977, before me personally appeared David Corawell, to me personally known, who being by me duly sworn, says that he is a Trust Officer of INDIANA BANK AND TRUST COMPANY OF FT. WAYNE that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My Commission Expires:

Carolyn Sue Favory
Notary Public

CAROLYN SUE FAVORY
My commission expires Feb. 27, 1980